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2005 JUN 23 AM 11:42

Guy M Hicks
General Counsel

June 23, 2005
615 214 6301
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VIA HAND DELIVERY

Hon. Pat Miller, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BELLSOUTH TARIFF FILING TO INTRODUCE TRANSIT TRAFFIC
SERVICE, TARIFF NO. 04-01259*
Docket No. 04-00380

Dear Chairman Miller

Enclosed are the original and fourteen copies of BellSouth's *Initial Response to Petition for Emergency Relief and Request for Standstill Order*. Copies of the enclosed are being provided to counsel of record.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to be "Guy M. Hicks".

Guy M. Hicks

GMH ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

In Re: *BELLSOUTH TARIFF FILING TO INTRODUCE TRANSIT TRAFFIC
SERVICE, TARIFF NO. 04-01259*

Docket No. 04-00380

**BELLSOUTH'S INITIAL RESPONSE TO PETITION
FOR EMERGENCY RELIEF AND REQUEST FOR STANDSTILL ORDER**

BellSouth Telecommunications Inc. ("BellSouth") files this response to the Petition filed by the Rural Independent Coalition ("the ICOs") on June 10, 2005 and respectfully shows the Authority as follows:

INTRODUCTION

1. The Petition does not present an emergency.

Despite its title, the ICOs have presented no basis for "emergency" handling of this matter. Instead, the ICOs' behavior in this docket, from the outset, has demonstrated clearly that there is no emergency. Instead, as they have throughout the long dispute about third-party transit traffic, the ICOs continue a strategy of delay and slow-walking.

Specifically, while the ICOs filed in November 2004 a petition to intervene (fairly described as a bare bones complaint opposing the approval of BellSouth's transit tariff), the ICOs chose not to even make an appearance on the day that the Authority considered approval of the tariff, Monday, February 28, 2005. On that day (which was duly noticed by the Authority), the Authority correctly determined

that the petition filed by the ICOs did not merit suspension of the transit tariff. If this matter presented the type of emergency suggested by the title of this latest Petition, it is difficult to understand why the ICOs chose not to even make an appearance on the day of that deliberation.¹

In addition, the transit traffic tariff went into effect on March 2, 2005, and the ICOs, having full knowledge of the tariff and the time period within which it would be implemented, have ignored that fact. Although Section A36.1.2.F of the tariff allows the ICO, as the originator of transit traffic, to utilize either Actual Measurements or Estimated Measurements (as defined in the tariff) to identify transit traffic subject to the tariff, none of the ICOs contacted BellSouth to elect the measurement methodology or to address either the Actual Measurements provision or the Estimated Measurements provision of the tariff until after BellSouth initiated discussions with the ICO's on April 15, 2005. BellSouth has made every effort to work cooperatively with the ICOs in the implementation of the transit tariff, as is evidenced by the correspondence from BellSouth to ICOs attached hereto as Exhibit A. These exhibits are examples of e-mails sent to the ICOs with ICO-specific information. (Some e-mails did not apply to all ICOs and, accordingly, were not sent to such ICOs, e.g., e-mail of June 6, 2005.) To protect confidentiality, only the body of the email is being attached; the addresses and attachments have been redacted. A chronological review of these e-mails show

¹ The TRA provided parties an opportunity on that day to present argument and discussion relating to the approval of the tariff. In fact, several CLECs participated in oral argument relating to their concerns regarding the tariff. In fact, as a result of negotiation, a variety of those concerns had been settled by the time of the TRA's declaration.

BellSouth's attempts to get the ICOs to acknowledge and comply with the transit tariff and the ICOs resistance thereto.

2. The Petition seeks suspension of the tariff and it does not do so in the manner required by statute.

Again, just as in the case of the earlier Petition filed by the ICOs in opposition to the tariff, this Petition fails to rise to the standards imposed by the General Assembly for suspension of a tariff. Strangely, notwithstanding the Motion, which carried in February and allowed the transit tariff to become effective "pursuant to Tennessee Code Annotated 65-5-101(c) because the parties have not demonstrated a sufficient showing under said statute to warrant suspicion", the ICOs again failed to make any attempt in this new "emergency" Petition to demonstrate the factors mandated by statute to suspend operation of a tariff.

DISCUSSION

The Petition filed by the ICOs raises three basic issues. Each is discussed below:

1. The netting process.

The ICOs complain that BellSouth will collect its transit fee pursuant to the tariff using the same "settlement process" with which other business is transacted with the ICOs. The settlement process is the longstanding method of intercarrier compensation between these companies, and BellSouth is not required by the terms of the transit tariff to establish a new, unique billing system for the ICOs. Although the ICOs' Petition implies that the settlement process is intended simply to net toll charges due BellSouth against access charges due ICOs where BellSouth

is the toll provider for the ICOs' end users, the parties utilize the settlement process for most services that the ICOs purchase from BellSouth. The ICOs have never before objected to the use of the settlement process for services provided by BellSouth. The ICOs' purchase of BellSouth's transit service justifies no different billing system.

It seems clear that the reason that the ICOs are seeking to require BellSouth to send a stand-alone, separate invoice is because they fully intend to ignore and not pay that invoice, as demonstrated by the remainder of their petition.

Notwithstanding BellSouth's use of the settlement process, it is important to recognize that BellSouth does in fact provide the ICOs with the information on which the transit charge is based. The Petition in fact concedes this point by noting that the ICOs have reviewed initial transit traffic data and engaged in dispute resolution, which resulted in adjustments by BellSouth. This process, which is the same process used in the settlement of all other intercarrier compensation between these companies, works appropriately.

2. The ICOs raise issues regarding the "types" of traffic subject to the tariff.

In Paragraph 5 of the Petition, the ICOs raise questions regarding the traffic subject to the transit tariff. The tariff defines the traffic to which the transit fee applies. Rather than an attempt to resolve any purported confusion, this claim is actually an attempt to exempt various types of traffic that transit BellSouth's network from payment. The bottom line is that the transit tariff is designed to ensure that, when parties use BellSouth's network to carry traffic that originates

on their network and terminates on a network other than BellSouth's, that BellSouth is entitled to be paid. The ICOs' claim has no merit.

BellSouth's tariff has no impact on intercarrier compensation between two originating and terminating carriers (including "bill and keep" provisions) or on the jurisdiction (local or toll) for any traffic. It merely recognizes that the transiting function BellSouth provides imposes a cost on BellSouth that is not taken into account in determining intercarrier compensation as between the originating and terminating carriers.

Further, the ICOs question whether Internet (ISP) traffic is subject to an intrastate tariff. Such a question is irrelevant, as this tariff does not seek to subject ISP traffic to state jurisdiction or regulation. BellSouth's provision of a transit function makes no distinction as to whether the traffic is part of Metro Area Calling or local calling areas,² just as it makes no distinction as to whether the traffic is destined for an ISP. In all instances, absent the transit tariff, BellSouth is performing a switching and transport function for the ICOs without payment and without obtaining a benefit to its end users

3. The ICOs object to the rate established by the tariff.

Again, this is an argument that should have been made and pursued at the time that BellSouth submitted its tariff for approval. Nonetheless, during the course of BellSouth's efforts to approve the transit tariff, the basis of the rate was in fact explained. As is evident from the tariff, the rate only applies to those carriers who fail or refuse to enter into an agreement for the payment of transit

² This traffic includes, but is not limited to, all intra- and inter-county calls dialed on a 7-digit calling basis

charges. As was evident from the significant and long running disputes surrounding the ICOs and CMRS arbitration, the ICOs have steadfastly refused to enter into any sort of agreement to pay charges associated with delivering traffic originated on their network to a network other than BellSouth's, even though they use and benefit from BellSouth's network. In 2003, BellSouth proposed a transit agreement to the ICOs, and the ICOs refused to negotiate that agreement, primarily because the agreement addressed ICO-originated traffic that Tennessee ICOs can and do send to BellSouth for delivery to third parties. At that time the ICOs stated, "Your draft addresses the circumstances that exist when a rural LEC elects to transmit traffic to another carrier through BellSouth. We did not ask for an agreement to address these circumstances, and we have not requested this service." See letter from Steve Kraskin, counsel for the Tennessee ICOs, dated November 24, 2003, attached hereto as Exhibit B. As shown by this letter and subsequent action, the ICOs have been consistent in their position that they do not want to pay BellSouth for the use of the BellSouth network in delivering this traffic, yet the ICOs have also been consistent in sending transit traffic to BellSouth for delivery. The bottom line is that the ICOs do not object to the "rate", they object to paying any rate and insist on taking a "free ride" on BellSouth's network for transit traffic. This is simply unacceptable and inconsistent with the Authority's rulings in the CMRS arbitration.

CONCLUSION

Contrary to the title of the ICOs' Motion, there is no emergency. The ICOs' Petition should be denied. Should the ICOs desire not to utilize BellSouth's transit

services pursuant to the terms of the tariff, then they should sit down with BellSouth and negotiate an agreement for the handling of this traffic or make other arrangements (i.e., direct trunking) rather than continuing to return time and again to the TRA in the hopes of obtaining a free ride on BellSouth's network.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

A large, stylized handwritten signature in black ink, appearing to be 'Guy Hicks', written over a horizontal line.

By: _____

Guy Hicks
Joelle Phillips
333 Commerce Street
Nashville, TN 37201
615/214-6300

R. Douglas Lackey
Parkey Jordan
675 W. Peachtree St., NE, Suite 4300
Atlanta, GA 30375

From: Lunceford, Gene M
Sent: Friday, April 15, 2005 11:21 AM
To:
Cc: Stinson, Paul
Subject: Transit Traffic in Tennessee

Please be advised of BellSouth's plans to implement billing for local transit traffic. The Tennessee Regulatory Authority recently approved BellSouth's tariff to introduce the Transit Traffic Service (Tariff Section A36.1) with a tariff effective date of March 2, 2005 (TRA No. 04-00380). This tariff permits BellSouth to charge for transit traffic, and a copy of the tariff is attached for your reference.

We wish to call your attention to the two options for measuring local transit traffic contained in Tariff Section A36.1.2.F. Under the first option, (Sec A36.1.2.F.1), the originating service provider shall utilize its own originating switch recordings. Service providers electing to use this option are to provide a monthly report to BellSouth reflecting the actual transit traffic minutes of use, along with a payment for that traffic, within sixty (60) days of the date of usage. Therefore, please provide the report for transit traffic for the period from March 2 through March 31, 2005 to the BellSouth Industry Relations Settlement Group by May 14, 2005 so that it can be included in the BellSouth-ICO May settlements process.

If your company intends to elect this first option (Sec A36.1.2.F.1), please advise us in writing of your intent no later than April 29, 2005. If we receive no response from your company by that date, we will assume that your company intends to elect the second option.

Under the second option (Sec A36.1.2.F.2), the originating service provider shall provide to BellSouth a percent local usage factor (PLU) in writing and within 30 days of the effective date of the tariff. In the event that the originating service provider does not provide a PLU factor to BellSouth during this time frame, BellSouth will assign a PLU factor as described in the tariff.

In the event that your company intends to elect this second option (Sec A36.1.2.F.2), the 30-day period for your submission of a PLU factor has expired. Therefore, BellSouth will assign a PLU factor that we have developed using an SS7-based usage study. This study identified usage at the originating company ICO OCN level. The study identified and analyzed ICO-originated traffic routed via the ICO-BST common (tandem) trunk groups only. The definition of local was based on the BellSouth's categorization of EAS local calling scopes.

The attached spreadsheet is an example of the billing that will begin soon in accordance with the second option for identifying the transit traffic covered by BellSouth's Transit Traffic Service tariff. This spreadsheet also includes an example of monthly and annual billing to your company based on January, 2005 traffic. Actual dollars will be entered into May, 2005 settlements using EMI data for March 2 - April 30, 2005. Thereafter, monthly data will be used for settlement purposes.

Please contact me at 205-321-2013 if you have any questions.

Gene Lunceford
BellSouth Telecommunications

From: Lunceford, Gene M
Sent: Wednesday, May 04, 2005 5:48 PM
To:
Cc: Stinson, Paul
Subject: May 11, 2005 Conference Call on Transit Traffic

Please plan to attend a conference call at 8:30 AM CST on Wednesday, May 11, 2005 to discuss transit traffic issues in Tennessee. We will use conference bridge number 205-968-9300, access code 030251.

I have received calls from many of you concerning the BellSouth tariff that went into effect on March 2, 2005. As supporting documentation, I have attached two files for you to review for your company prior to the conference call.

The first spreadsheet provides MOU's originated from your company that transit a BellSouth tandem and terminate to a facility-based CLEC or meet-point billed CMRS carrier. The number of MOU's is provided by carrier for the month of February, 2005. Please note that the sum of these total MOU's is the number to which the Percent Local Usage (PLU) factor is applied to determine the number of EAS local MOU's that transit a BellSouth tandem. An example for the month of January, 2005 was sent to you on April 15, 2005.

The second spreadsheet contains the NPA-NXX's that BellSouth shows are in your EAS local calling area. These NPA-NXX's were incorporated into the Agilent study to derive your PLU.

I look forward to the call on May 11. Please call me on 205-321-2013 if you have any questions prior to the conference call.

Gene Lunceford

From: Lunceford, Gene M
Sent: Tuesday, May 17, 2005 5 22 PM
To:
Cc: Stinson, Paul
Subject: NPA-NXX Identification for Transit Traffic in Tennessee

As discussed on the May 11, 2005 conference call on transit traffic in Tennessee, I have attached a file that identifies the owner of the NPA-NXX's to whom your company completed calls to facility-based CLEC's and meet-point billed CMRS carriers. If the owner of an NPA-NXX appears as BellSouth Telecommunications, then the NPA-NXX has been ported. To provide you additional information for this analysis, I will send to you by May 24, 2005 the study details for these calls from which your PLU was developed.

Additionally, I was to respond to questions concerning County Wide Calling and virtual NXX's

Intra-county toll calls covered under state law requiring toll-free County Wide Calling are not included as EAS in the transit traffic study. Metro Area Calling is treated as EAS for purposes of this study.

Virtual NXX's are included as EAS in this study to the extent that they are assigned to rate centers that are included in the local calling area of a given exchange. Companies should review the call data provided by BellSouth to verify proper treatment of any virtual NXX codes.

I would appreciate it if you would send me the EAS calling scopes from your tariff to facilitate our analyzing data with you. Our fax number is 205-321-4754. Since this is a shared fax number, please put my name or Lee Masters' name on the cover sheet.

Please call me on 205-321-2013 if you have any questions on the above information.

Gene Lunceford
BellSouth Telecommunications

From: Lunceford, Gene M
Sent: Wednesday, May 25, 2005 2 02 PM
To:
Cc: Stinson, Paul
Subject: Study Details for the PLU--Transit Traffic in Tennessee

As mentioned in my May 17, 2005 e-mail to you on transit traffic in Tennessee, I have attached the call study details used in the three-day Agilent study to develop the PLU for your company

The call details included on the attachment have the total number of records for calls to the facility-based CLEC's and meet-point billed CMRS carriers for that three-day period. The MOU's for the calls designated as local were divided by the total MOU's for all calls to derive the PLU. The number of calls included in the Agilent study will not balance with the number of calls in the EMI records due to the different time periods used for the studies and the classification of calls by ACNA in the Agilent system.

In response to concerns raised about billing for three months of data in the month of June, 2005, BellSouth will bill only for March usage in the June, 2005 settlement period. Going forward, on a monthly basis, BellSouth will continue to bill for usage two months in arrears until the questions on the local transit traffic numbers for your company have been addressed. At that time (before the end of the Third Quarter, 2005), BellSouth will then bring the billing current through the previous month's usage.

The month in which billing is made current will include the billing of usage for three months. This is a postponement of the three months of billing that was originally scheduled for June to allow BellSouth and your company more time to refine the PLU/usage for your company, if appropriate. Any adjustments as a result of PLU/usage negotiations will be made retroactively back to March 2, 2005, the effective date of the transit traffic tariff.

Please call me on 205-321-2013 if you have any questions.

Gene Lunceford
BellSouth Telecommunications

From: Lunceford, Gene M
Sent: Monday, June 06, 2005 5 25 PM
To:
Cc: Stinson, Paul
Subject: March, 2005 Transit Data in Tennessee (0573)

Your PLU for transit traffic has now been determined to be zero. As information, I am providing you the same correspondence that is being sent to all ICO's in Tennessee today. I am not attaching the March, 2005 data on which June settlements would be based.

Several companies have questioned the termination of CLEC and CMRS calls to a BellSouth Telecommunications NPA-NXX. These calls are to BellSouth numbers ported to a facility-based CLEC or meet-point billed CMRS carrier. A call that is locally terminated by BellSouth today can be ported to a CLEC and become a transit call tomorrow. In some cases, we have found that ported calls are being sent from an independent company switch to a BellSouth end office on an EAS trunk group. The call is then forwarded to the access tandem for completion to the CLEC or CMRS carrier. You could, therefore, see far more usage in EMI records than you measure across common trunk groups.

Also, as additional information, the Percent Local Usage (PLU) factors developed using the Agilent System focuses on the ICO-originated traffic that is routed over common trunk groups through BellSouth to facility-based CLECs and meet-point billed CMRS carriers. Agilent is able to correctly classify most of this traffic. However, because some carriers often use the same ACNA's for their IXC, CLEC and CMRS entities, some of the traffic is not uniquely classified. The PLU was developed using only the identified CLEC and CMRS traffic.

Please call me on 205-321-2013 if you have any questions.

Gene Lunceford
BellSouth Telecommunications

From: Lunceford, Gene M
Sent: Wednesday, June 22, 2005 9 01 AM
To:
Cc: Stinson, Paul
Subject: Transit Traffic--June, 2005 Settlements (0571)

Attached is a spreadsheet showing the charges for local transit traffic originated by your company during March, 2005, in accordance with Section A36 of BellSouth's General Subscriber Services Tariff. These charges will be reflected in the June, 2005 settlements. For the month of June, the dollar amount will be shown as a PCP Compensation Adjustment on line 4 on Form MP-1219. In future months, the transit traffic dollars will be in miscellaneous settlements.

Please call me on 205-321-2013 if you have any questions.

Gene Lunceford
BellSouth Telecommunications

K R A S K I N, L E S S E & C O S S O N, L L C
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November 24, 2003

Via E-Mail and U.S. Mail

Parkey D. Jordan, Esq.
BellSouth
675 West Peachtree Street, NE
Atlanta, Ga. 30375

Re: Tennessee Transit Traffic Proposal

Dear Parkey:

This letter is in response to your November 14 transmission of a proposed draft "transit traffic" agreement. The Coalition has directed me to emphasize its disappointment with the draft. The draft was initially promised months ago and finally delivered on November 14, but it fails to address the issues that BellSouth promised to address in July.

✓ You draft addresses the circumstances that exist when a rural LEC elects to transmit traffic to another carrier through BellSouth. We did not ask for an agreement to address these circumstances, and we have not requested this service.

We specifically asked BellSouth to provide a draft agreement that addresses operational, accounting and financial issues that arise when:

- 1) an existing physical connection has been established with a rural LEC subject to terms and conditions requiring BellSouth payment to the Rural LEC;
- 2) BellSouth has elected to enter into agreements to carry third party traffic to the rural LEC network using this physical connection; and
- 3) BellSouth seeks to alleviate itself of the financial responsibility to compensate the rural LEC for interconnection in those situations where the third party carrier has agreed to assume this responsibility (BellSouth incorrectly refers to this arrangement as "meet point billing."

In the course of the initial discussions regarding this matter that were held at BellSouth's offices with you, other representatives of BellSouth, and the CMRS carriers, the relevant issues that must be addressed in the long awaited agreement were identified. The rural Coalition undertook to address these issues and to propose terms and conditions in a draft proposed agreement among

the Coalition members, the CMRS carriers and BellSouth. Neither BellSouth nor the CMRS carriers wanted to pursue a three way agreement. It was at this point in the negotiations held in July that BellSouth committed to prepare a proposed draft to address the relevant issues. Our draft three way agreement provides proposed language with respect to the relevant issues. The draft transmitted by BellSouth on November 14, however, fails to address any of these issues.

The issues include, but are not limited to:

1. Specification of the interconnection point between BellSouth and the ICO, the facilities to be used, the scope of traffic that either party is authorized to deliver to the other over the interconnection facilities, the list of third party carriers which are authorized to utilize the interconnection arrangement between BellSouth and the ICOs.
2. Terms and conditions setting forth the necessary operational and business arrangements between an ICO and BellSouth; provision of usage records, treatment of traffic for which BellSouth does not provide accurate and complete records, recognition of the wireless carriers' responsibility of transit costs for wireline originated calls, etc.
3. Billing provisions between and among the multiple parties (note that the ICOs have not agreed to any specific compensation and billing terms under any continuing voluntary arrangement under which BellSouth commingles third party traffic with BellSouth's interexchange carrier traffic); terms which ensure that the ICO is assured payment and BellSouth's responsibilities and role in enforcing compensation terms.
4. Provisions for the audit of BellSouth's records, terms and conditions which assure their accuracy, and provisions which address compensation when records are not complete or are inaccurate.
5. Dispute resolution, with particular focus on necessary provisions to address disputes that necessarily involve third parties with which BellSouth had bilateral agreements and may not be parties to the agreement between BellSouth and an ICO.
6. Provisions for a term and termination. Terms and conditions under which an ICO may terminate its reliance on the BellSouth tandem arrangement. Both BellSouth and the ICOs must have provisions under which they retain the right to design and deploy their own network plans which may involve the termination of the BellSouth tandem arrangement and migration to a different arrangement for the third party traffic. Terms and conditions which address post termination transitions to some other arrangement. Terms which allow the discontinuation of the

arrangement with third parties for default and non-payment. Terms that address the circumstances where BellSouth is not a tandem to the ICO.

7. All of the typical boilerplate provisions typically included in an interconnection agreement including, for example: Notice; Taxes; Liability; Independent Contractors; No Third Party Beneficiaries; Governing Law; Force Majeure; Entire Agreement; Assignability; Proprietary Information (which also included provisions to address the billing records and other information that arises under the agreement); Indemnification; Representations and Warranties; No License; Counterparts.

8. Appendices should be added to set forth the actual facilities to be used, and a list of the CMRS providers for which traffic pursuant to these terms is authorized by the agreement

The failure of BellSouth to address these issues during the course of the negotiations that were undertaken at the direction of Director Jones is largely responsible for the failure of the negotiation process and the resulting pending arbitration proceeding. When BellSouth initially committed to provide this draft in July, the Coalition understood that it was BellSouth's intent to utilize the Coalition's proposed draft agreement and to extract from that draft the terms and conditions that are applicable to these issues. For your convenience, a copy of the Coalition's initial draft is attached. On behalf of the Coalition, BellSouth is again requested to provide a draft proposal responsive to the issues identified above and raised at the outset of the negotiations. We would appreciate the opportunity to review the draft as soon as possible and request provision of the draft by December 8. If this date is not feasible, please let me know when we can expect the proposal.

Sincerely,

s/Stephen G. Kraskin

Stephen G Kraskin

Attachment

Cc: Director Ron Jones

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2005, a copy of the foregoing document was served on the following, via the method indicated

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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